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IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

CUSTOM CARE PHARMACY, LLC,
AND MARCO MORAN,

PLAINTIFFS

VS.

CAUSE NO. 17-615

PROFESSIONAL COMPOUNDING CENTERS
OF AMERICA, INC., and JOHN DOES 1-10

DEFENDANTS

SUMMONS

THE STATE OF MISSISSIPPI
COUNTY OF HINDS

TO: L. David Sparks
Registered Agent for
PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.
9901 S WILCREST DR
HOUSTON, TX 77099-5132 USA

THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO
PROTECT YOUR RIGHTS

You are required to mail or hand-deliver a copy of a written response to the Amended Complaint to JASON R. SAVARESE and Savarese & Associates, P.L.L.C., the attorneys for the Plaintiff, whose address is: 450 E. Pass Road, Suite 108, Gulfport, MS 39507. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and Seal of said Court, this the 16th day of February, 2018.

BY:

[Signature] D.C.



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OF AMERICA, INC., and JOHN DOES 1-10**

DEFENDANTS

AMENDED COMPLAINT

JURY TRIAL DEMANDED

COMES NOW the Plaintiff, Custom Care Pharmacy (hereinafter "Custom Care"), by and through its counsel, Savarese and Associates PLLC, and files this their AMENDED COMPLAINT and would show to the Court the following, to-wit:

PARTIES

1.

Plaintiff, CUSTOM CARE PHARMACY, LLC, is a Hinds County, Mississippi Corporation who may be served with service of process via its registered agent, Marco Moran, at 3349 Springridge Rd, Raymond, MS 39154.

2.

Plaintiff MARCO MORAN is a disabled veteran and resident of Hind County, Mississippi, and may be served with process at 3349 Springridge Rd, Raymond, MS 39154.

3.

Defendant, PROFESSIONAL COMPOUNDING CENTERS OF AMERICA INC., (hereinafter "PCCA") is a foreign corporation doing business in the State of Mississippi and may be served process on its registered agent, InCorp Services, Inc., 302 Enterprise Dr. STE A, Oxford, MS 38655, or

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alternatively on L. David Sparks, Registered Agent, 9901 S WILCREST DR., HOUSTON, TX 77099.

4.

John Does 1-10 are unknown persons or companies having an ownership interest in PCCA, as PCCA has been dissolved administratively by the Mississippi Secretary of State (Exhibit "A"), these unknown parties are being listed in an abundance of caution, and will be properly identified if and when it becomes necessary to do so.

JURISDICTION AND VENUE

5.

Jurisdiction of this matter is proper as these Mississippi-registered companies are doing business in Hinds County, Mississippi. Venue is likewise proper, pursuant to Mississippi Code Annotated Section 11-11-3, because a substantial act or omission occurred in Hinds, Mississippi. Custom Care Pharmacy is located in the First Judicial District of Hinds, Mississippi.

FACTS

6.

In or about May 2009, Dr. Marco Moran, as PCCA Membership Owner and/or on behalf of Custom Care Pharmacy, LLC, for good and valuable consideration, executed a contract with PCCA, for PCCA to supply drug chemicals, equipment, and active ingredients to Plaintiffs in order for Plaintiffs to make compounded medications, among other things (Exhibit "B"). Plaintiffs paid to PCCA over \$17,000.00 in initial membership fees and fully complied with the contract, in good faith, and PCCA accepted Plaintiffs' membership premiums and other payments. The two-year contract automatically renewed upon expiration in 2011, and then again in 2012, 2013, and 2014.

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At each renewal, Plaintiffs paid a renewal contract fee of \$1,950.00 to PCCA, which PCCA accepted. On or about October 21, 2014, PCCA unilaterally terminated the contract with Plaintiffs without cause or explanation. This breach of the contract by PCCA has proximately caused Plaintiffs to incur significant monetary damages, which will be proven at trial. PCCA simply stated that "we [PCCA] will be in-activating your membership for now." PCCA did not provide any other notice or reason regarding this "inactivation," nor did it explain the length that such inactive status would continue. None of Plaintiffs' paid premiums were returned to Plaintiffs by PCCA, including the one just paid in late 2014.

7.

Custom Care and/or Dr. Moran have been an exemplary member during its/their relationship with PCCA, earning PCCA's platinum status designation for sales (being \$100,000 - \$300,000) in July 2014, and thereafter earned PCCA's diamond level.

8.

As PCCA was aware, Plaintiffs employed a forward-thinking business strategy, incorporating telemedicine and state-wide marketing efforts, to increase prescription counts to a broader, new base of patients without having to solicit or educate new physicians or practitioners in any specific localized market or area. Plaintiffs' business methodology increased PCCA sales without adversely impacting other PCCA members in the state.

9.

During the early years of the contract at issue, Plaintiffs informed PCCA representative Crystal Penny that Plaintiffs were unable to fill all of its orders for insurance reimbursement reasons and expanded its capacity by delivering chemicals received from PCCA to RX Remedies Pharmacy and Medworx Pharmacy, two other Mississippi compounding pharmacies. These

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pharmacies agreed to complete the many orders of Plaintiffs that were otherwise placed on hold.

Although these pharmacies are not PCCA members, they were able to handle Plaintiffs' unfilled orders. This practice allowed Plaintiffs to fill prescriptions for patients' and practitioners' benefit and, in light of the resulting tremendous sales volume, for PCCA's benefit as well.

10.

Plaintiffs informed PCCA that Plaintiffs were supplying chemicals to these two Mississippi pharmacies in early 2014. As acknowledged by PCCA Territorial Manager Crystal Penny, PCCA knew of this activity but did not take adverse action because of Plaintiffs' active participation in the PCCA business, attendance at PCCA's many training and educational sessions, Plaintiffs' overall success and because Plaintiffs fully disclosed this activity to PCCA. PCCA took no adverse action for months and effectively accepted this practice as a course of dealing with Plaintiffs, waiving any objections to the same, as ratification of Plaintiffs' actions, which benefitted PCCA financially.

11.

PCCA claims to have received a complaint from an undisclosed PCCA member, regarding Plaintiffs' activities at Rx Remedies and later Medworx, but PCCA has not provided evidence of such a complaint. Nor did PCCA give Plaintiffs' an opportunity to respond to this alleged complaint. Thereafter, PCCA changed its behavior toward Plaintiffs' from this point forward by engaging in a pattern of improper business discrimination against Plaintiffs, ending in the improper termination of Plaintiffs' PCCA membership.

12.

During the summer of 2014, Dr. Marco Moran, owner of Custom Care Pharmacy, LLC, sought to expand his compounding pharmacy footprint both in and beyond that of Mississippi. He had under contract and was in the process of purchasing, compounding pharmacies in Monroe, Louisiana and Houston, Texas. Dr. Moran communicated with PCCA about these purchase

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contracts and expended considerable resources in the pursuit of these acquisitions with the intent of including them in the PCCA network in support of the Plaintiffs business model. Initially, PCCA was supportive of both. Further, Dr. Moran was a part owner of MedWorx, and had under contract and was in the process of purchasing, the compounding Mississippi pharmacy Rx Remedies, (a non-PCCA member) as well as Sunflower Pharmacy, in each case for purposes of bringing them into the PCCA's network.

13.

When Dr. Moran requested PCCA membership for each of these locations, PCCA refused such requests. When asked for the reason of the refusals, PCCA told Dr. Moran that its "business geography formula" did not permit additional pharmacies in the applicable zip codes. Dr. Moran then asked PCCA to identify any available, nearby zip codes where he could relocate these pharmacies in order to accommodate PCCA's mysterious business area protection formula, as Dr. Moran sought to add several additional pharmacies to PCCA's membership rolls. To this request, PCCA never responded. Upon information and belief, PCCA would freely offer memberships to similarly situated pharmacies owned by persons unrelated to Dr. Moran, even if such pharmacies were situated in close proximity to existing PCCA member pharmacies.

14.

In early October of 2014, Crystal Penny told Dr. Moran that PCCA was not offering any more memberships in the city of Monroe, Louisiana. Dr. Moran asked Ms. Penny to describe PCCA's area protection formula, because the location of existing member pharmacies both in Monroe and around the country shows no consistent or rational basis to support such geographic protection. For example, PCCA granted Plaintiffs its/their original membership in Clinton, Mississippi at the time that another PCCA member pharmacy was located literally in the same parking lot as Plaintiffs' pharmacy. Further, the on-line PCCA membership map shows numerous

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instances throughout the country where PCCA pharmacy members are literally walking distance from one another.

15.

Dr. Moran explained to PCCA that the Monroe pharmacy that he was targeting for membership is located in a predominantly African-American part of town which had no compounding pharmacy at all and was miles away from the closest traditional retail, walk-in compounding pharmacy. Dr. Moran explained to PCCA that his goal was to approach practitioners in the Monroe African-American community, about the benefits of compounded pharmaceuticals for their patients. When Dr. Moran asked why this geography and its untapped business opportunity was "closed" to further PCCA membership, Ms. Penny said that PCCA would take a detailed proposal under consideration. Thereafter, PCCA terminated Plaintiffs' contract with PCCA before Dr. Moran could submit a written proposal before PCCA.

COUNT 1- BREACH OF CONTRACT

16.

Plaintiffs incorporate the previous allegations and facts as if fully set forth herein.

17.

On or about October 21, 2014, PCCA unilaterally terminated the contract with Plaintiffs, proximately causing Plaintiffs to suffer significant monetary damages. PCCA refused to communicate with Plaintiffs, despite Plaintiffs' good faith efforts to communicate with PCCA regarding questions about this termination of Plaintiffs' membership in PCCA. Plaintiffs at all times have complied with the terms and spirit of the Contract. PCCA's unilateral and arbitrary termination of the contract at issue has and is causing significant business and monetary damages to Plaintiffs in excess of \$3,000.00 per day as well as lost profits and other consequential damages,

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including but not limited to loss of PCCA-only drugs. PCCA's unilateral, unexplained breach of contract caused the loss to PCCA of significant revenues by unilaterally severing the opportunity for PCCA's Pracasil-Plus sales to Plaintiffs for further formulation into an over-the-counter product primed for national and international distribution through existing major retail networks in which Dr. Moran has strong business relationships.

18.

The PCCA Membership Agreement does not refer to the term "in-activation." Importantly, PCCA never explained to Plaintiffs exactly why it took the sudden and extreme step of "in-activation," particularly in light of (i) Plaintiffs' active participation in the PCCA system, (ii) Plaintiffs' economic growth and success as a PCCA member, (iii) Plaintiffs' offer and ability to expand PCCA's business tremendously in the never-before explored telemedicine market and the national retail channels, and (v) PCCA's knowledge and acquiescence of Plaintiffs' supplying chemicals to its pharmacy affiliates.

19.

Plaintiffs participated in PCCA's Growth Incentive Bonus Plan as part of the contract at issue. The Plan rewards successful members with cash payouts at the end of the year based on Member sales of PCCA products during the year. At the time PCCA's "in-activation," Plaintiffs had earned approximately \$35,000.00 in Growth Incentive Bonus for 2014. PCCA has refused to pay Plaintiffs the bonus it/they earned for the benefit of PCCA, because Plaintiffs are no longer active. By wrongfully terminating Plaintiffs' membership, PCCA has caused Plaintiffs additional damage due to loss of its earned Growth Incentive Bonus of \$35,000, plus accrued interest at the legal rate.

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20.

Finally, PCCA's inconsistent enforcement of its area protection formula, if one exists, is arbitrary, capricious and motivated by improper intent. There can be no reason for PCCA to deny membership to pharmacies targeted for affiliated with Dr. Moran and, at the same time, freely offer membership to identical pharmacies not identified to Dr. Moran unless PCCA has an improper discriminatory business reason.

21.

Plaintiffs are seeking a judgement against the Defendants for the breach of contract, and seeks to recover damages from the Defendants for its lost income, unpaid bonus, and costs incurred as a direct and proximate result of PCCA's actions, plus interest.

COUNT 2- TORTIOUS INTERFERANCE WITH BUSINESS RELATIONS

22.

Plaintiffs hereby incorporate the previous allegations and facts as if fully set forth herein.

23.

PCCA has unlawfully, willfully, and intentionally diverted prospective customers away from Custom Care and from Dr. Moran, encouraging customers to trade with other PCCA members instead of Plaintiffs, in a calculated effort to cause damage and loss to Dr. Moran and Custom Care and their lawful business.

24.

PCCA's refusal to admit the additional pharmacies proposed for membership in PCCA by Dr. Moran under a farce of a nebulous "business geography formula," providing no guidance in

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response to Dr. Moran's requests as to which zip codes were in fact available for additional PCCA pharmacy members, was unjustifiable and constitutes malice.

25.

The resulting actual damages and losses to Dr. Moran and Custom Care were proximately caused by PCCA's actions..

DAMAGES

26.

Plaintiffs would show that all of the above was a direct and/or proximate result of the acts and/or omissions of the Defendants.

27.

Plaintiffs pray for this Honorable Court to render a judgment against the Defendants in the amount of four million, eight hundred thousand dollars (\$4,800,000.00), which Plaintiff can prove via financial and tax records.

28.

WHEREFORE, PREMISES CONSIDERED, the Plaintiffs, Custom Care Pharmacy, LLC and Marco Moran, respectfully requests this Court to award all of the aforementioned damages as well as any other damages the Court sees fit to award. Plaintiffs further seeks payment of all attorneys' fees, costs and expenses and legal interest in pursuing this matter. Further, Plaintiffs hereby request such other specific and general relief as it may be entitled.

RESPECTFULLY SUBMITTED, this the 15th of February, 2018.

Custom Care Pharmacy, LLC, Plaintiff

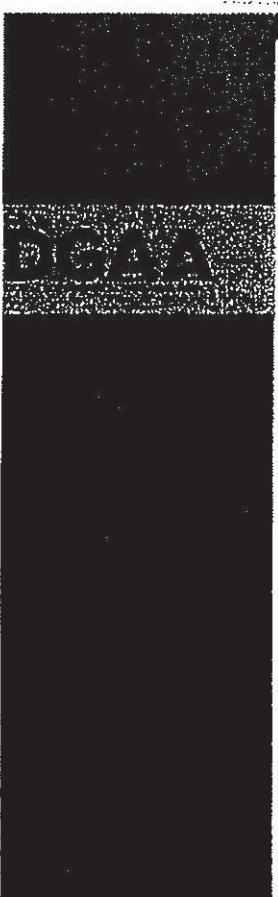
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Marco Moran, Plaintiff

SAVARESE & ASSOCIATES, PLLC

By: s/ Jason R. Savarese
Jason R. Savarese

Jason R. Savarese
Savarese & Associates PLLC
450 E. Pass Road, Suite 108
Gulfport, MS 39507
Tel. 228-901-0000
Fax 228-207-0889
jason@savareselegal.com

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Professional Compounding Centers of America, Inc.

User Actions

[View Filed Documents](#) [Opt-in or Opt-out of Email updates](#) [Print Business Details](#)

Name History

Name Professional Compounding Centers of America, Inc. **Name Type** Legal

Business Information

Business Type:	Profit Corporation
Business ID:	1087465
Status:	Revoked
Effective Date:	01/22/2016
State of Incorporation:	TX
Principal Office Address:	9901 South Wilcrest Dr. Houston, TX 77099

Registered Agent

Name InCorp Services, Inc.
302 Enterprise Dr. STE A
Oxford, MS 38655

Officers & Directors

Name	Title
------	-------

Exhibit "A"

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The PCCA Membership



What's in a PCCA Membership?

PCCA is here to help you develop a viable community practice poised to meet the unique healthcare requirements of patients. We are the market leader in compounding support services with the most innovative training and educational opportunities, technical support, and unique compounding products available today. Your PCCA Membership will give you access to this remarkable array of services.

PCCA Membership offers you considerable flexibility in outfitting your pharmacy for a compounding specialty. The benefits of PCCA Membership include:

- Access to PCCA's Pharmacy Consultant support, the most experienced in the industry.
- Marketing training materials and support to help you promote your new compounding practice.
- Access to specialized educational programs in topics such as Hormone Replacement, Men's Health, Nutrition, Pain Management, and Veterinary, as well as Pharmacy Management and Marketing.
- Access to PCCA's full catalog of products and proprietary items.
- Access to PCCA's Members-only Website: This resource provides 24/7 access to PCCA's entire formula database, MSDS database, research monographs, and much more.
- Access to a free 90-day trial offer for Tom Talbert's "Imaging on Hold," the most widely used telephone message on hold service in the compounding profession.

Your Investment

PCCA Membership is \$17,000.00*, and includes:

- Training for one person at our Comprehensive Compounding Course (C3). A \$2,000.00 fee will be charged for each additional C3 attendee.
- Registration for one person at our annual International Seminar (must be redeemed within 18 months of joining).
- A 6-month membership with the National Community Pharmacists Association (NCPA).

In addition, PCCA staff will work with you to develop a customized package of equipment and supplies to outfit the compounding area in your pharmacy. We will take into account the areas of specialty you would like to target, and any equipment you may already have, and work with you to develop a start-up package specifically tailored to your needs.

Several easy payment options are available to finance your initial start-up package. And below are your options for paying your PCCA Membership fee:

- Pay the total Membership fee up front, or
- Finance the fee through PCCA Easy Pay's "Baker's Dozen" plan which splits the fee into 13 payments.

* Following your first year, your Membership will be renewable annually for \$1,950.00 (renewal fee subject to change).



Tel: 800.331.2498 | Fax: 800.874.5760 | pccarx.com

Rev. 09/04/14

Exhibit "B"

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MEMBERSHIP

AGREEMENT

8801 South Willow Drive
Houston, Texas 77088-5152

Tel. 281.363.0940 • 800.331.3466
Fax 281.363.0927 • 800.674.6760
www.pccac.com

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POCA Member Number	77955
Member Name	Morrell

PCCA MEMBERSHIP AGREEMENT

Your Membership in PCCA includes the following:

- Access to Consultant Pharmacist Support Monday through Friday during PCCA's normal hours of operation.
- Training for one person at our ACPB accredited Pharmacy Training Center.^{**}
- Access to specialized educational programming and proprietary products.
- Access to PCCA's Members Only Website and Formula Database.
- One year of free access to the PCCA Members Only Discussion Forum.^{**}
- 90 day free trial of Tom Tukker's "Hanging on Hold" telephone messaging service.^{**}

^{**} Not provided during Membership Renewal Periods.

The undersigned pharmacist agrees that:

1. **Confidentiality:** The undersigned acknowledges that, by virtue of this membership with PCCA, the undersigned will have access to certain proprietary confidential information and trade secrets of PCCA. The undersigned agrees that all membership information, membership lists, accounts, customer, customer lists, vendors and vendors' lists, and compounding formulas and techniques developed by PCCA (the "PCCA Confidential Information"), are the exclusive property of PCCA. All PCCA Confidential Information acquired by the undersigned, through this membership or otherwise, will be held in the strictest confidence and shall not be divulged or disclosed to any person or entity other than to employees of the undersigned or reasonably and necessarily required in the performance of such employees' duties. The undersigned further agrees that the PCCA Confidential Information may only be used or accessed during the term of this membership. The undersigned will not mention or refer to PCCA in any written materials, represented that it is affiliated with PCCA in any way, or use the PCCA name or logo without prior written consent of PCCA. Failure to comply with the terms of this clause will, at the discretion of PCCA, result in termination of the PCCA Membership (see Item 3-c, below).
2. **Membership Renewal:** PCCA Membership is valid for a period of two (2) years from date of execution of this Agreement. Following this two (2) year period, PCCA Membership will be renewable annually. PCCA Membership will be considered renewed upon payment of renewal fee invoices.
3. **Transfer of Membership:**
 - a. The PCCA Membership and the benefits and services provided to the undersigned, may not be sold, transferred, assigned or disposed of in any manner.
 - b. In the event the undersigned no longer owns or is employed by an independent community pharmacy, PCCA reserves the right, at its discretion, to suspend the PCCA Membership privileges immediately.
4. **Purchasing Agreement:**
 - a. The undersigned agrees to purchase ninety (90%) percent of its compounding equipment and supplies, chemicals, supplies, and educational materials and services from PCCA and/or order PCCA products directly through a local wholesaler.
 - b. In the event that PCCA has a backorder situation, the undersigned may purchase from another supplier.
 - c. In the event the undersigned fails to comply with this purchasing agreement, PCCA reserves the right, at its discretion, to terminate the membership (see Item 3 below).
5. **Termination of Membership:**
 - a. Termination of PCCA Membership shall be defined as the cessation of all business activities between PCCA and the PCCA Member.

Midwest Wholesale Inc.
Phoenix, AZ 85040
TEL: 602-956-9770 • FAX: 602-956-3966
FAX: 602-956-9770 • E-MAIL: MWH@MWH.COM
www.mwh.com

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PCCA Office Use Only	<i>11935</i>
Member No.	
Name	

4. The undersigned agrees that he/she is a registered pharmacist in good standing with his/her governing Board of Pharmacy. The undersigned agrees that the pharmacy listed below, at the location of the PCCA Membership, is registered with the appropriate Board of Pharmacy in all states/provinces in which it conducts business, is in compliance and will remain in compliance, with all applicable state, provincial, and federal regulations. Disciplinary or enforcement actions administered to the undersigned or the pharmacy listed below at the location of the PCCA Membership by any federal or state/provincial regulatory agency may, at the discretion of PCCA, result in the termination of the PCCA Membership. Criminal activity perpetrated by the undersigned may, at the discretion of PCCA, result in the termination of the PCCA Membership.
5. Failure to pay renewal fees levies will result in termination of all PCCA Membership support services.
6. In the event that the undersigned or any employee of the pharmacy listed below, at the location of the PCCA Membership, commits acts a business nature/service that results in direct competition with PCCA for any service that PCCA provides to its members, PCCA reserves the right to terminate the undersigned's PCCA Membership Agreement.
7. In the event of bankruptcy of the undersigned or the pharmacy listed below, at the location of the PCCA Membership, PCCA shall reserve the right to terminate the undersigned's PCCA Membership Agreement.
8. Failure to comply with any portion of the Confidentiality clause (see item 1 above) will, at the discretion of PCCA, result in termination of the PCCA Membership.
9. **Overdue Payment:** Delinquent payment shall be made in accordance with the terms defined on the invoice document. Failure to comply with these terms may result, at the discretion of PCCA, in the suspension of any or all membership privileges until such time as resolution of the account is reached. Past due accounts shall be subject to an interest charge of 0.9% per day until paid in full. PCCA reserves the right to modify this interest rate without notice. In the event the undersigned defaults on invoices payments, it is understood and agreed by execution of this Agreement, that PCCA reserves the right to proceed with legal actions as deemed necessary. It is further understood and agreed that should legal actions be taken, the undersigned assumes full responsibility for all associated court costs and attorneys' fees.
10. **Mass Communications:** To help facilitate good business relationships with its member pharmacists, PCCA uses various forms of mass communications media (including, but not limited to, e-mail, facsimile, telephone, and mail) to inform members of new promotions, regulatory issues, technical updates, membership information, and various other issues. Membership acceptance authorizes PCCA to utilize these media to communicate with the member.
11. **Additional Sites:** Memberships for additional sites must be approved in writing by PCCA.

I, the undersigned, agree to all terms and conditions of the PCCA Membership Agreement as set forth herein.

Approved by:

Marco M. Marin
POCA Membership Owner - Printed Name
97 Years of Marin
Signature
Date: 5/25/09

Approved by:

Jay R. Smith, Pres.
POCA Owner - Printed Name & Title
Jay R. Smith
Signature
Date: 5/25/09

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PCCA Order No. Only	
Member No.	
Phone	

PCCA MEMBERSHIP DATA

Custom Care Pharmacy
Name of Pharmacy

DBA (if applicable)

132 E. Northside Dr., Suite
Street Address

Billing Address (if different)

Clinton, MS 39056
City, State/Prov., Postal Code

City, State/Prov., Postal Code (Billing only)

USA
Country

27

Pharmacist's License No. (copy attached)

601-488-4360
Pharmacy Telephone No.

866-523-7294

Pharmacy Fax No.

6
DBA No. (U.S. only - certificate attached)2
Pharmacy Registration No. (copy attached)

Pharmacy Manager (if different from PCCA Manager)

Pharmacy Web Site (if applicable)

Moran1906@yahoo.com
E-mail Address (if applicable)

5/25/09
Date
 2000 South Winnie St.
 Houston, TX 77057
 Tel. 281-514-5000 • 800-351-2200
 Fax 281-514-5007 • 800-351-2207
www.pccanet.org

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PCCA Membership Payment Agreement

Please select a payment option below:

Option 1: Full payment of PCCA Membership fee of \$10,000.00

Option 2: 3-Month Payment Plan

The PCCA Membership fee will be paid in accordance with the following schedule. The undersigned pharmacist hereby agrees to pay the PCCA Membership fee in full within thirty (30) days of execution of this Agreement.

Down Payment	\$3,600.00	Payment Dates
Payment #2	\$3,479.89	Date 45 days following date of 1 st payment.
Payment #3	\$3,479.89	Date 90 days following date of 1 st payment.
TOTAL:	\$10,559.78	

Option 3: 12 Month Payment Plan

Down Payment Amount: \$1,620.00 made on: 5/25/04
(Date)

Monthly payments in the amount of \$819.65 will commence the first day of the month following the down payment date, and are due the first day of each month thereafter for a total of twelve (12) consecutive payments.

Terms & Conditions

1. A Customer Account will be issued upon execution of this Agreement and receipt of initial payment.
2. Initial inventory of compounding chemicals, laboratory equipment, and supplies will be shipped upon completion of PCCA Pharmacy Training.
3. Membership fees are non-refundable in accordance with the PCCA Membership Agreement's terms and conditions.
4. If Payment Option 2 or Option 3 is selected, the undersigned agrees to provide a valid credit card to PCCA to secure all scheduled payments in accordance with the PCCA Membership Payment Agreement, until such time as the PCCA Membership fee is paid in full.
5. Membership is valid for a period of two (2) years from execution date of this Agreement. Following this two-year period, PCCA Membership will be renewable annually. Membership will be considered renewed upon payment of renewing the invoice. Failure to pay renewal fee invoice will result in termination of PCCA Membership support services. Membership renewal is \$1,600.00 per year effective with the renewal date as noted on the bottom of this document, and is subject to change without advanced notice.

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POCA Office Use Only	
Member No.:	
Name:	

PCCA Membership Payment Agreement (cont.)

SIGNATURE/APPROVAL PAGE

I, the undersigned pharmacist, agree to the terms and conditions of the PCCA Membership Payment Agreement as set forth herein.

Printed Name: Marcie Moran
 Signature: Marcie Moran
 Date: 5/21/07

I, the undersigned, do hereby authorize PCCA to process:

- my initial membership dues payment on my credit card listed below. I understand by selecting this option, I am responsible for continuation of my monthly membership payments.
- my initial membership dues payment and all additional monthly membership payments on my credit card listed below. I understand by selecting this option, it is my responsibility to change payment options by sending written notification to YamahaMatthew or fax number 211-703-3107 at least three (3) business days prior to payment due date.

Visa Mastercard

Card No.: 5 Expiration Date: _____
 Signature: Marcie Moran Date: 5/21/07

REVIEWED BY:

PCCA Sales Representative - Printed Name: _____
 Signature: _____
 Date: _____

APPROVED BY:

POCA Office - Printed Name & Title: Junko Smith, DMS
 Signature: Junko Smith
 Date: 5/29/07

800 South Western St.
 Norman, OK 73069
 Tel: 405-232-4400 • Fax: 405-232-4405
 Toll Free: 800-428-4407 • E-mail: 405-232-4406
www.pccanet.com

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**PCCA MEMBERS-ONLY WEB SITE
ACCESS AUTHORIZATION**

PCCA MEMBERS-ONLY WEB SITE	
Member #	11955
Name	

The purpose of this document is to set forth the terms and conditions for electronic access to PCCA information databases via the PCCA Members-Only Web Site, and to list those personnel in the PCCA Member's pharmacy who are authorized to access this web site.

TERMS & CONDITIONS

All materials on the PCCA Members-Only Web Site are for the exclusive use of PCCA members and are the copyrighted property of PCCA. All PCCA Members-Only Web Site materials may not be reproduced or made available by any means to another party. In the event any user of this site violates the terms and conditions set forth herein, PCCA may, at its sole discretion, without advanced notice, a) issue a warning regarding the user, or b) terminate all user access to the PCCA Members-Only Web Site.

Limited Conditions:

1. A PCCA Member's pharmacy location may have multiple digital certificates. Each computer having access to the PCCA Members-Only Web Site must have its own digital certificate, per electronic request from and subsequent electronic authorization from PK Solutions Support at 208.80.147.158/Support/2008/Access.aspx.
2. The PCCA Member pharmacist may have a digital certificate on their personal home computer. Access to the PCCA Members-Only Web Site for all other employees of the PCCA Member's pharmacy will be restricted to computers located on the premises of the PCCA Member's pharmacy.
3. Digital certificates will only be issued to employees at PCCA Member pharmacy locations where a valid PCCA Membership Agreement is in effect. Certificates will not be issued to private computers or computers not owned by the PCCA Member pharmacy.
4. Authorized users of the PCCA Members-Only Web Site may have Full or Limited Privileges as described below:

Limited Privileges **Powered remainder rights only**
Full Privileges **Full certificate requests, powered changes and powered transfers**

AUTHORIZED USERS (MAX. FIVE PER LOCATION)

FIRST NAME	LAST NAME	TITLE	PRIVILEGES	E-MAIL ADDRESS
Marco	Moran	RPh	Full	moran1906@uuhp.com
Sherine	Moran	Techn	Limited	
Yvonne	Knox	RPh	Limited	

I, the undersigned, do hereby agree to comply with all terms and conditions set forth above with regard to electronic access to the information databases via the PCCA Members-Only Web Site. I hereby authorize access to the PCCA Members-Only Web Site for those individuals listed above as Authorized Users, pursuant to the terms and conditions as stated herein. I agree to promptly inform PCCA of all staff changes regarding the title and status of the PCCA Members-Only Web Site. I further agree to ensure that those individuals listed herein as Authorized Users fully comply with the Confidentiality section of the PCCA Membership Agreement. I understand that failure to comply with the Confidentiality section of the PCCA Membership Agreement may, at the sole discretion of PCCA, result in termination of all PCCA Membership privileges, including but not limited to, termination of PCCA Members-Only Web Site access.

Approved by:

Marco Moran
 PCCA Membership Owner - Printed Name
 Member No.: 11955
 Signature: Marco Moran
 Date: 5/21/07

Approved by:

Jean R. Smith
 PCCA Representative - Printed Name
 Title: RPh
 Signature: Jean R. Smith
 Date: 5/29/07

2901 South Willow Drive • Houston, TX 77098
 Tel: 281-933-6348 x 400-331-2498
 Fax 281-933-6527 x 400-374-5760
www.pccanet.com

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New Pharmacy Check ListCustomer Number: 11955 New Member 2nd Store to _____Customer Name (PIC) Marco Moran Lic.# T09987 Exp. _____

Corporation Name (if applicable) _____

Member Name Marco Moran License Rec. ✓ # T09987 Exp. 7/31/09Pharmacy Name Custom Care Ph. Pharmacy Lic Rec ✓ # 0789022 Exp. _____Billing Address 132 E. Northside Dr. S-CCity: Clinton State: MS Zip Code: 39056

Shipping Address _____

City: _____ State: _____ Zip Code: _____

Phone: 601-488-4360 Fax: 816-523-7294 Cell: _____Email: MORAN1986@yahoo.comContract Received: 5/18Membership Fee: \$28Payment Plan Received: 5/28DEA Received: 5/28Fee Received: 1620.00Payment Type: 12 mon.Payment Method: PCDEA #: 6Exp. Date: 8/31/11

Fee for PK Training:

Number of People _____

Additional Charge: _____

Fee for Start Up Success:

Number of People _____

Additional Charge: _____

Copies to: Leticia

5/29 PMS5/29Customer contacted by: NormaDate: 5/29 via email

Welcome letter mailed: _____

Mkt.Packet: _____

Date: _____

Date entered into: MFGPro 5/28 SLX 5/28 MFGPro DEA 5/28**SPECIAL INSTRUCTIONS:**Catalogs shipped 5/29/09